

No. 882

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

Echange of notes constituting an agreement modifying, with respect to the application thereof to Trinidad, the Agreement of 27 March 1941 relating to leased naval and air bases. Washington, 19 September 1949

Official text: English.

Registered by the United States of America on 19 July 1950.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE ET
D'IRLANDE DU NORD**

Échange de notes constituant un accord modifiant, en ce qui concerne son application à la Trinité, l'Accord du 27 mars 1941 relatif aux bases navales et aériennes cédées à bail. Washington, 19 septembre 1949

Texte officiel anglais.

Enregistré par les Etats-Unis d'Amérique le 19 juillet 1950.

No. 882. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND MODIFYING, WITH RESPECT TO THE APPLICATION THEREOF TO TRINIDAD, THE AGREEMENT OF 27 MARCH 1941² RELATING TO LEASED NAVAL AND AIR BASES. WASHINGTON, 19 SEPTEMBER 1949

I

The Acting Secretary of State to the British Ambassador

DEPARTMENT OF STATE

WASHINGTON

Sep. 19, 1949

Excellency:

I have the honor to refer to discussions which took place in Port of Spain in June, 1947, and subsequently, for the purpose of settling, in accordance with the provisions of the Leased Naval and Air Bases Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed March 27, 1941², certain outstanding matters arising out of the establishment of the United States Air Force Base in Trinidad.

The enclosed document which has been drawn up as the result of these discussions embodies the understanding of this Government with reference to the matters set forth therein. If it likewise reflects the view of the Government of the United Kingdom, it is suggested that the present note and its enclosure together with Your Excellency's note in reply thereto, be regarded as placing the understanding in effect.

Accept, Excellency, the renewed assurances of my highest consideration.

James E. WEBB
Acting Secretary of State

Enclosure:
Agreement

His Excellency the Right Honorable
Sir Oliver Shewell Franks, K.C.B., C.B.E.
British Ambassador

¹ Came into force on 19 September 1949, by the exchange of the said notes.

² League of Nations, *Treaty Series*, Volume CCIV, page 15.

A G R E E M E N T

PART I. DOCKSITE

(1) It is agreed that the area at Docksite defined in blue on map "A"¹ annexed to this Agreement shall be leased to the United States under Annex III (E) (6) (b) of the Base Lease Agreement of 27th March, 1941 (hereinafter called "the Base Lease Agreement") and that the lease shall take a form similar to that set out in Annex II (6) of the Base Lease Agreement.

(2) It is agreed that in the event of a war breaking out in which the United States is involved or of any other overriding military necessity as determined by the Secretary of Defense of the United States of America after consultation with His Majesty's Government in the United Kingdom, the areas defined in red on the said map "A" shall be leased to the United States of America by a supplementary lease under the provisions of Article XXVII of the Base Lease Agreement and that the supplementary lease shall be substantially in the form set out in the First Schedule to this Agreement.

The area to be so leased is hereinafter called "the supplementary area". The cessation and determination of such lease as therein provided shall not prejudice the application of this paragraph in the event of a further war or overriding military necessity as aforesaid.

(3) It is agreed that the United States Government shall, as expeditiously as possible, relinquish the supplementary area at present occupied by them which is outside the area defined in blue on the said map "A" with the exception of those areas described in the Second Schedule to this Agreement.

(4) So long as there shall not be subsisting a lease of the supplementary area granted as provided in paragraph (2) of this Part of this Agreement, the Government of Trinidad and Tobago shall maintain that area, improvements thereon excepted, in such condition as will permit its demise to the United States Government in as good condition as when it was relinquished by them, ordinary wear and tear excepted:

Provided that the Government of Trinidad and Tobago and their lessees or assignees may demolish structures, roads and installations whether below or above ground and may construct buildings, roads and such facilities as it may deem necessary for the development of the supplementary area, but shall not, without mutual agreement, make such use of such area by erecting structures and installations, other than those incidental to the development of such area for normal commercial and residential purposes, as would render such area unfit for military purposes in the event of its demise to the United States of America.

(5) All or any of the buildings at the date of this Agreement situated in the supplementary area may be disposed of by the United States Government.

(6) In any event as mentioned in paragraph (2) of this Part of this Agreement, the Government of Trinidad and Tobago shall take such steps as may be necessary to ensure that the supplementary area shall be vacated by them and their assignees within a period of 60 days; and thereupon, if the said supplementary lease shall not have been executed, possession of the supplementary area shall be immediately given to the United States Government pending the execution of such lease.

¹ See insert between pages 42 and 43.

(7) All the provisions of the Base Lease Agreement, including Annex I to that agreement, except as may be otherwise agreed, shall become applicable to the supplementary area with effect from the date upon which the said supplementary lease becomes operative or the date upon which possession is given under the preceding paragraph, whichever shall be the earlier.

(8) It is agreed that the areas described in the Second Schedule to this Agreement and defined in green on the attached Map "A" shall forthwith be leased to the United States of America by a supplementary lease under the provisions of Article XXVII of the Base Lease Agreement, and that such lease shall take a form similar to that set out in Annex II (6) of the Base Lease Agreement.

(9) The United States Government shall have such easements as are necessary to the use and operation of wharves leased under the Base Lease Agreement and of the areas described in the said Second Schedule.

PART II. CHURCHILL-ROOSEVELT HIGHWAY AND OTHER ROADS

(1) It is agreed that the Churchill-Roosevelt Highway, from the point where it leaves the Eastern Main Road at Laventille to the point where it enters Waller Field, shall become the property of the Government of Trinidad and Tobago and shall be maintained by that Government as one of the Colony's public main roads.

(2) It is agreed that, in order to provide a public main road from Port of Spain via the Churchill-Roosevelt Highway to Sangre Grande, the public shall have the right, subject to the provisions of Article II of the Base Lease Agreement, to use the road within Waller Field which is defined as Demerara Road on the attached map "B"¹ and that the Government of Trinidad and Tobago shall maintain it as one of the Colony's public main roads.

(3) It is agreed that the Government of Trinidad and Tobago shall resume control of that part of the Eastern Main Road which lies within Waller Field.

(4) It is agreed that the public shall have the right, subject to the provisions of Article II of the Base Lease Agreement, to use those parts of the Aripo Road and of the Guanapo Road, also known respectively as the Amazon and Bogota roads, which lie within Waller Field, and that the Government of Trinidad and Tobago shall maintain them at a reasonable standard.

(5) It is agreed that, in the event of the Government of Trinidad and Tobago wishing to construct a bypass road to the south of Waller Field from the Churchill-Roosevelt Highway to the Eastern Main Road, the United States Government will grant the Government of Trinidad and Tobago on request, without cost, a right of way within Waller Field approximately 200 feet wide and following approximately the southern boundary of Waller Field.

(6) It is agreed that the Government of Trinidad and Tobago in time of peace shall control traffic adequately to safeguard United States interests, on those roads within Waller Field which are under the control of the Government of Trinidad and Tobago.

(7) It is agreed that all claims resulting from alleged damage to roads in the colony or arising out of the construction thereof shall be waived.

¹ See insert between pages 42 and 43.

PART III. INTERPRETATION

This document, with the Annexures, consisting of two Schedules, two maps marked "A" and "B" and three Agreed Minutes, shall constitute this Agreement.

FIRST SCHEDULE TO THE AGREEMENT

FORM OF SUPPLEMENTARY LEASE

In accordance with Article XXVII of the Base Lease Agreement signed on the 27th March, 1941, and Part I, Paragraph 2 of the Agreement between the Government of the United States of America and His Majesty's Government in the United Kingdom dated September 19, 1949, His Majesty doth hereby demise to the United States of America free from all rent and charges the areas defined in red on Map "A" annexed to the last-mentioned Agreement, to hold unto the United States of America for the unexpired period of the lease for 99 years of land in Trinidad granted by His Majesty to the United States of America on the 22nd day of April 1941; and all the provisions contained in the said lease shall, except so far as they are inconsistent with the express provisions of this Lease, be deemed to be incorporated in this Lease:

Provided that within six months, or such further period as may be mutually agreed, of the termination of the war or overriding military necessity by reason of which this Lease was executed, this Lease shall cease and determine.

SECOND SCHEDULE TO THE AGREEMENT

AREAS TO BE LEASED FORTHWITH TO THE UNITED STATES OF AMERICA UNDER THE PROVISIONS OF ARTICLE XXVII OF THE BASE LEASE AGREEMENT OF MARCH 27, 1941

1. The area containing water well No. 1, reservoir and pump-house indicated at 1. on Map A.
2. The area containing water well No. 2, indicated at 2. on Map. A.

AGREED MINUTE 1

It was agreed that under Article XXVII of the Base Lease Agreement the Government of the United States should at no cost to that Government acquire for the unexpired period of the lease granted in accordance with that Agreement:—

- (a) Easements for marine, underground and overhead cables at the following locations:

- (1) Port of Spain to Fort Read — Waller Field;
- (2) Docksite to Monos and Chacachacare Islands;
- (3) Carlsen Field Branch;
- (4) Carlsen Field Radio Range Branch;
- (5) Waller Field to Pearce Airport.

- (b) An easement for the right of way for the railway spur into Carlsen Field.

- (c) A supplementary lease of three areas now held under duration leases for communication sites;—
- (1) Flagstaff Hill, Tobago;
 - (2) La Lune;
 - (3) Blanchisseuse.
- (d) A supplementary lease of the Carlsen Railway Spur site.

AGREED MINUTE 2

The Government of Trinidad and Tobago takes note with appreciation of the following statements by the United States representatives relating to the rights accorded to the United States by Annex III (E) (2) of the Base Lease Agreement:—

(a) The United States will not exercise its right under Annex III (E) (2) (a) of the Base Lease Agreement to impound, take and use the waters of, and in the watershed of, the Aripo River at any time within the predictable future except when the United States is at war;

(b) The United States will have no objection to the exploitation of the water in the Aripo Valley by the Government of Trinidad and Tobago or its duly authorized representative: provided that, if the Government of Trinidad and Tobago shall elect to exploit the water in the Aripo Valley or if it shall elect to delegate this exploitation, it will make such water available to the United States military authorities in Trinidad, if such a request is made during a state of emergency, or when the United States is at war, under conditions no less favourable than the water is made available to the Government of Trinidad and Tobago.

The Government of Trinidad and Tobago agrees that since the United States has not hitherto exercised the rights accorded to it by Annex III (E) (2) of the Base Lease Agreement it is not liable for any claim arising out of the non-exercise of these rights.

The Government of Trinidad and Tobago accepts responsibility for settlement of claims for compensation in respect of loss by damage arising out of the establishment of Waller Field which have been presented by land owners in the Aripo and Guanapo Valleys.

AGREED MINUTE 3

The following matters were also discussed:

1. Release of sites occupied by the United States Army under duration leases.

The United States Government representatives indicated that the release of such sites was already in process and would be expedited.

2. Outstanding questions relating to the lease to the Government of the United States on the island of Chacachacare under Annex III (E) (3) of the Base Lease Agreement.

After brief discussion it was agreed that the matter is susceptible of local settlement.

3. Permission for members of the public to make use of certain areas made available to the Government of the United States under Article XXVII of the Base Lease Agreement.

The United States representatives agreed that their local authorities would give sympathetic consideration to any requests put forward by the Government of Trinidad and Tobago.

II

The British Ambassador to the Acting Secretary of State

BRITISH EMBASSY

WASHINGTON, D.C.

19th September 1949

No. 305

Ref: 62/25/49

Sir,

I have the honour to acknowledge the receipt of your note of the 19th September proposing that an arrangement for the purpose of settling, in accordance with the provisions of the Leased Naval and Air Bases Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed March 27th, 1941, certain outstanding matters arising out of the establishment of the United States Air Force Base in Trinidad, be made between the Government of the United Kingdom and the Government of the United States on the terms set forth in the enclosures in your note.

2. I have the honour to state that the Government of the United Kingdom approve the provisions set forth in the document annexed to your note and agree that your note and its enclosures, together with this reply, shall be regarded as bringing the arrangement into force on this day's date.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

Oliver FRANKS

The Honourable James E. Webb
Acting Secretary of State of the United States
Department of State
Washington, D.C.